

**THIRD AMENDMENT TO THE  
MASTER SERVICES AGREEMENT**  
**between**  
**THE STATE OF TEXAS, ACTING BY AND THROUGH**  
**THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**  
**and**  
**CAPGEMINI AMERICA, INC.**

This Third Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed January 31, 2018, between the State of Texas, acting by and through the Texas Department of Information Resources (“**DIR**”), with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Capgemini America, Inc. (“**Service Provider**”), a New Jersey corporation, with a principal place of business at 79 Fifth Avenue, 3<sup>rd</sup> Floor, New York, NY 10003.

**RECITALS**

WHEREAS, the Parties entered into the Agreement for Multi-sourcing Services Integrator dated January 31, 2018, with a Commencement Date of September 1, 2018;

WHEREAS, the First Amendment provided necessary changes to modify Application Portfolio Management (APM) Services and clarify the Service Consumption Bands.

WHEREAS, the Second Amendment provided necessary changes to add support for the Open Data Portal (ODP) program.

WHEREAS, this Third Amendment provides necessary changes to add database encryption at rest to the IT Service Management (ITSM) system, adds DIR Data requirements, clarifies Percentage of SCP Charges and variable charge exclusions and makes other adjustments to the Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- I. The Title is hereby amended and replaced in its entirety as follows:  
  
Multi-sourcing Services Integrator
- II. The header of the Agreement is hereby amended and replaced in its entirety as follows:  
  
DIR Contract No. DIR-ESS-MSI-407
- III. Section 14 of the Table of Contents of the Agreement is hereby amended and replaced in its entirety as follows:

14	MATERIALS	49
14.1	DIR Owned and Licensed Materials.	49
14.2	Developed Materials.	50
14.3	Successful Respondent Owned and Licensed Materials.	51
14.4	Work Product; Other Materials.	53
14.5	General Rights.	53
14.6	Ongoing DIR Rights.	54

IV. The Table of Exhibits of the Agreement is hereby amended and replaced in its entirety as follows:

**TABLE OF EXHIBITS:**

**Attachments:**

Attachment A: Form of Nondisclosure  
Attachment B: Insurance and Risk of Loss  
Attachment C: Form of Source Code Escrow  
Attachment D: Form of Parent Guaranty

**Exhibit 1.0 Operating Model (series name only – no document)**

- a. Exhibit 1.1 Definitions
- b. Exhibit 1.2 Governance
- c. Exhibit 1.3 Service Management Manual (SMM)

**Exhibit 2.0 Service Model (series name only – no document)**

- a. Exhibit 2.1 Multi-sourcing Services Integrator Statement of Work
- b. Exhibit 2.2 Termination Assistance Services
- c. Exhibit 2.3 IT Service Management Continuity

**Exhibit 3.0 Performance Model**

- a. Exhibit 3.1 Service Levels Matrix
- b. Exhibit 3.2 Service Level Definitions
- c. Exhibit 3.3 Critical Deliverables
- d. Exhibit 3.4 Performance Analytics
- e. Exhibit 3.4A Reports
- f. Exhibit 3.5 Customer Satisfaction
- g. Exhibit 3.6 Operating Agreements

**Exhibit 4.0 Business Model**

- a. Exhibit 4.1 Pricing Structure
- b. Exhibit 4.2 Financial Responsibility Matrix
- c. Exhibit 4.3 Form of Invoice
- d. Exhibit 4.4 Assets
- e. Exhibit 4.5 Third party Contracts

V. **Section 1.1**, Provision, Performance and Management by the Successful Respondent, of the Agreement is hereby amended and replaced in its entirety as follows:

DIR desires that certain services presently provided, performed and managed by or for DIR and the DIR Customers or otherwise required by the DIR Customers (including pursuant to

Chapter 2054 of the Texas Government Code, specifically including Sections 2054.0565, 2054.059, 2059, and Subchapters F, I and L, of the Texas Government Code). In accordance with Texas Government Code Sec. 2054.0565, USE OF CONTRACTS BY OTHER ENTITIES, (a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001 be provided, performed and managed by the Successful Respondent as described in this Agreement.

The Successful Respondent has carefully reviewed DIR's and the DIR Customers' requirements, has performed all due diligence it deems necessary, and desires to deploy, perform and manage such services for DIR and the DIR Customers.

VI. **Section 13.2**, DIR Data, of the Agreement shall be amended to add subsection (c) as follows:

(c) Access to DIR Data. Service Provider agrees that Service Provider and Service Provider Personnel shall not access any DIR or DIR Customer Data for any purpose other than the fulfillment of requested Services as provided for in this Agreement. Service Provider shall not disclose or allow access to DIR Data, including DIR Customer Data without an approved request for service that requires access to DIR or DIR Customer's data for the fulfillment of Services.

VII. The title of **Section 14.6**, yOngoing DIR Rights, of the Agreement is hereby amended and replaced in its entirety as follows:

14.6 Ongoing DIR Rights.

VIII. Attached Appendix 1 of this Third Amendment, **Exhibit 4.0**, Business Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.0**, Business Model, of the Agreement.

The change to **Exhibit 4.0** includes a clarification to Percentage of SCP Charges in **Section 2.2**.

IX. Attached Appendix 2 of this Third Amendment, **Exhibit 4.1**, Pricing Structure, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.1**, Pricing Structure, of the Agreement.

The changes to **Exhibit 4.1** include the insertion of a note to document the effective date of ITSM system database encryption at rest services on "1 - Summary Charges", an increase in fixed charges for ITSM database encryption at rest services on "2 - Fixed Charges" and clarifications to notes on the "3 - Variable Charges" and "5 - Pricing Bands" tabs.

X. General Terms and Conditions

- (a) Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.
- (b) All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions, the provisions of this Amendment shall take precedence over the terms of the MSA.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective September 1, 2018, except all changes regarding ITSM system database encryption at rest services shall be effective May 1, 2019.

**THE STATE OF TEXAS,  
acting by and through  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: Signature on File  
Name: Sally Ward  
Title: Director, Program Planning and Governance  
Date: May 18, 2019

Signature on File  
May 17, 2018

**CAPGEMINI AMERICA, INC.**

By: Signature on File  
Name: Mark Stein  
Title: Account Executive  
Date: May 14, 2019